

**CITY OF SPRINGDALE**  
**Committee Agendas**  
**Monday, January 6<sup>th</sup>, 2020**  
**Multi-Purpose Room**  
**City Administration Building**  
**Meetings begin at 5:30 P.M.**

**Committee of the Whole:**

1. **A Discussion** regarding Reorganization.
2. **A Discussion** Next Committee Meeting (January 20<sup>th</sup> is a Holiday).
3. **A Discussion** Property located at 305 N Main. Pgs. 2 - 33

**Ordinance Committee by Chairman Mike Overton:**

4. **An Ordinance** amending Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas; Declaring an emergency; and for other purposes. (Chapter 30 needs to be amended to add certain rules and regulations of Bluff Cemetery, so that citizens will be made aware of these rules and regulations, and to ensure the upkeep and beauty of Bluff Cemetery.) Ordinance presented by Brad Baldwin, Public Works Director. Pgs. 34 & 35
5. **A Discussion** of Planning Commission appeals. Discussion led by Mike Overton.

**Finance Committee by Chairman Jeff Watson**

6. **A Resolution** authorizing payment of an invoice, Project No. 18BPC1 that exceeds \$1,000,000. Resolution presented by Wyman Morgan, Financial Services Director. Pgs. 36 & 37
7. **A Resolution** authorizing the Mayor and City Clerk to execute a Right of First Refusal Agreement on property owned by the City of Springdale. Resolution presented by Ernest Cate, City Attorney. Pgs. 38 - 42

**Street and Capital Improvements Committee by Chairman Rick Evans:**

8. **An Ordinance** to waive Competitive Bidding for a Pavement Management Inventory. Ordinance presented by Brad Baldwin, Public Works Director. Pgs. 43 - 46
9. **A Resolution** authorizing the renovation of four (4) bathrooms in the Springdale Public Library. (Resolution Tabled from November 4<sup>th</sup>, 2019 Committee Meeting.) Resolution presented by Marcia Ransom, Director, Public Library. Pgs. 47 & 48

**Police and Fire Committee by Chairman Amelia Williams:**

10. **A Discussion** regarding spending Act 833 funds on new Scott RDI Voice amps for SCGA's. (Referenced 2020-2025 Strategic Plan forwarded to Council members on 12/30/2019 via Dropbox.) Discussion led by Amelia Williams. Pgs. 49 - 53

THE REAL ESTATE CONSULTANTS  
118 N. East Ave, P.O. Box 747  
Fayetteville, AR 72702  
(479) 442-0762

12/31/2019

Carol Kendrick  
Carol Kendrick  
633 N. Shiloh Street  
Springdale, AR 72764

Re: Property: 305 N Main St  
Springdale, AR 72764  
Borrower: Carol Kendrick  
File No: 19-0093

Opinion of Value: \$ 195,000  
Effective Date: 12/23/2019

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

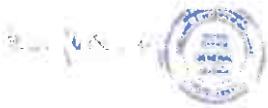
The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Larry D. Kennedy  
Certified General Appraiser  
License or Certification #: CG 1806  
State: AR Expires: 06/30/2020  
Larry@trecinc.net

Borrower	Carol Kendrick	File No.	19-0093
Property Address	305 N Main St		
City	Sprindale	County	Washington
Lender/Client	Carol Kendrick	State	AR
		Zip Code	72764

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**SUMMARY OF SALIENT FEATURES**

SUBJECT INFORMATION	Subject Address	305 N Main St
	Legal Description	See legal description
	City	Springdale
	County	Washington
	State	AR
	Zip Code	72764
	Census Tract	0112.00
	Map Reference	22220
SALES PRICE	Sale Price	\$
	Date of Sale	
CLIENT	Borrower	Carol Kendrick
	Lender/Client	Carol Kendrick
DESCRIPTION OF IMPROVEMENTS	Size (Square Feet)	
	Price per Square Foot	\$
	Location	C. Springdale
	Age	49
	Condition	Average/Well Maint
	Total Rooms	10
	Bedrooms	4
Baths	3	
APPRAISER	Appraiser	Larry D. Kennedy
	Date of Appraised Value	12/23/2019
VALUE	Opinion of Value	\$ 195,000

Borrower	Carol Kendrick	File No.	19-0093
Property Address	305 N Main St		
City	Springdale	County	Washington
Lender/Client	Carol Kendrick	State	AR
		Zip Code	72764

**APPRAISAL AND REPORT IDENTIFICATION**

This Appraisal Report is one of the following types:

Self Contained (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

Summary (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report.)

Restricted Use (A written report prepared under Standards Rule 2-2(c), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use by the specified client or intended user.)

**Comments on Standards Rule 2-3**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

**Reasonable Exposure Time**

My Opinion of Reasonable Exposure Time for the subject property at the market value stated in this report is:

**Addendum-Exposure/Marketing Time**

**Comments on Appraisal and Report Identification**

Note any USPAP-related issues requiring disclosure and any state mandated requirements:

It is assumed that the current use as a multi-family (duplex) is functioning under the highest and best use scenario. This considers the current and past zonings of the property. Currently the property is zoned as Form-Based NC2. Under this zoning the current use is not permitted. However, the current use is "Grandfathered" from a previous zoning that did allow duplex property. It is my understanding that if the property in the current state is occupied with no consecutive six month vacancy the "grandfathered" status remains in effect. However, if for any reason the improvements are demolished or destroyed the improvements may not be rebuilt as a duplex. Please note the enclosed zoning map and regulations within this document. The regulations do not permit duplex properties, but do allow certain other types of multi-family improvements such as row houses, triplexes and fourplexes. As an example if the improvements were destroyed it could be rebuilt as a tri-plex; however, the minimum height would be two stories. Under no circumstances would a duplex be in compliance regardless of the number of levels.

One could surmise that unless the current improvements were reconfigured to an allowable usage (which would require a building permit by the City) then the current improvements would have no value or would suffer from extreme obsolescence under the enclosed definition of market value and per the City ordinance for NC2 zoning. If this is true the market value of the underlying land would be valued as if vacant and ready for development of any of the allowable usage as outlined by the Formed-Based NC2. That being said this new utility may or may not increase the value of the underlying land. However, assuming the current usage will continue then the market value of the land will be based on values as dictated by the market under current usage (duplex). Also note the in the enclosed definition of "Market Value" the added caveat to this definition of "Leased Fee" interest. Leased fee interest may be defined as follows:

leased fee interest

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

**APPRAISER:**

Signature: \_\_\_\_\_

Name: Larry D. Kennedy

Title: Certified General Appraiser

Date Signed: 12/31/2019

State Certification #: CG 1806

or State License #: \_\_\_\_\_

State: AR

Expiration Date of Certification or License: 06/30/2020

Effective Date of Appraisal: 12/23/2019

**SUPERVISORY APPRAISER (only if required):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

State Certification #: \_\_\_\_\_

or State License #: \_\_\_\_\_

State: \_\_\_\_\_

Expiration Date of Certification or License: \_\_\_\_\_

Supervisory Appraiser inspection of Subject Property:

Did Not  Exterior-only from street  Interior and Exterior

**FIRREA / USPAP ADDENDUM**

Borrower Carol Kendrick  
 Property Address 305 N Main St  
 City Springdale County Washington State AR Zip Code 72764  
 Lender/Client Carol Kendrick

Purpose  
 To determine the market value of the leased fee interest of the lot and improvements

Scope  
 See Addendum

Intended Use / Intended User  
 Intended Use: Is to quantify the value for of the subject property under the current utility  
 Intended User: is Carol Kendrick. The user is also the client. No other intender used is noted or implied. Any other party that relies on the information in this report does so at their own risk

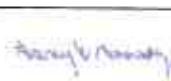
History of Property  
 Current listing information: None  
 Prior sale: None

Exposure Time / Marketing Time  
 Firera/USPAP Addendum-Exposure/Marketing Time

Personal (non-realty) Transfers  
 None noted

Additional Comments  
 The subject property is located in central Springdale and is located approximately three blocks to the north of Emma Avenue which is considered part of the downtown footprint. It appears the City's intentions are to perpetuate the Emma Avenue corridor by re-zoning this corridor to become more pedestrian friendly to the revitalization of the downtown area. Every neighborhood and or structure has a life cycle. They are new construction, stabilization, decline and renaissance. In this particular situation the subject's neighborhood (downtown corridor) is in the renaissance phase. This is similar to the trends of other metropolitan areas in NW Arkansas such as Rogers, Bentonville and Fayetteville. The neighborhood of the subject property could be approximately four blocks to the north and south of Emma Avenue and this area could be more precisely Huntsville to the north, Thompson to the west, Grove to the south and Water Street to the east.

Certification Supplement  
 1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.  
 2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser(s):   Supervisory Appraiser(s)  
 Effective date / Report date: 12/23/2019 Effective date / Report date:

## DEFINITION OF MARKET VALUE

### DEFINITIONS OF VALUE

Given the scope and intended use of this assignment, the following definition of value is applicable:

#### Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Source: Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C - Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g). This is also compatible with the FDIC, FRS and NCUA definitions of market value.*

It should be noted that market value and market price (what price a property actually sells for) are often not the same. The appraiser's estimate of market value is his prediction of the most likely selling price under the stated conditions of the report. Actual market prices are often influenced by unknown or hidden factors; thus, an appraisal does not guarantee that a sale will occur at market value.

There is one caveat to this definition of Market Value and that is "Leased Fee Interest". This property is occupied by tenants with the anchor being Grand Savings Bank.

Leased Fee may be defined as follows:

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the lessee are specified by contract terms contained within the lease.

### Zoning Map

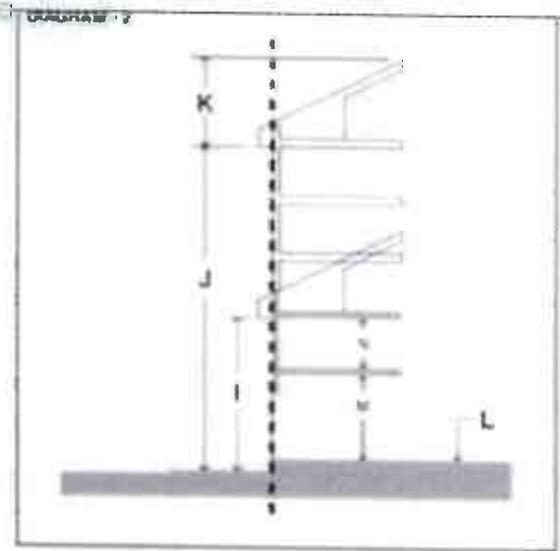
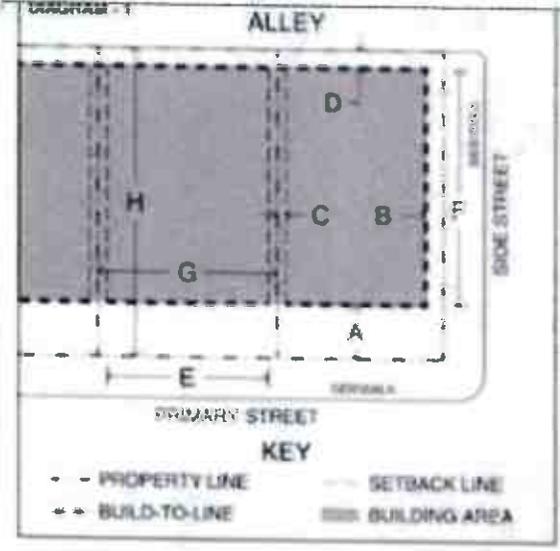
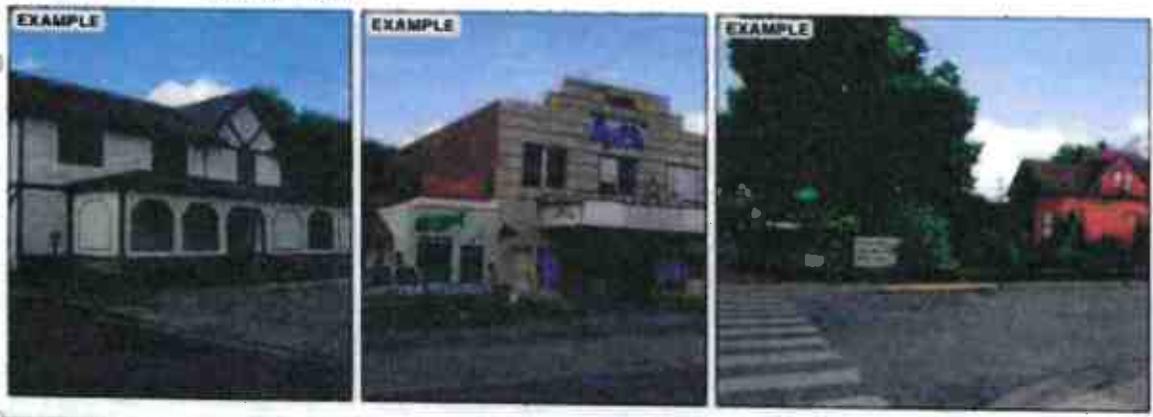
Borrower	Carol Kendrick						
Property Address	305 N Main St						
City	Springdale	County	Washington	State	AR	Zip Code	72764
Lender/Client	Carol Kendrick						



**ZONING REGULATION P. 1**

The intent of this Building Envelope Standard is to regulate the physical form of the Neighborhood Center Type 2 areas, which are typically neighborhood mixed-use areas, in order to establish, preserve or enhance the existing vibrant, pedestrian-oriented character of these areas while allowing flexibility in use. The physical form of these mixed-use areas follow the existing pattern of the area wherein there is a great variety of building types set back from the sidewalk with a common front yard or front courtyard. This intent statement and the images shown below are advisory only.

**EXAMPLES OF CHARACTER**



**I - BUILDING PLACEMENT**

**BUILD-TO-LINE:**

(A) PRIMARY STREET:	25' Min   50' Max <b>(1) (15)</b>
(B) SIDE STREET:	10' Min   25' Max <b>(10)</b>

**SETBACK:**

(C) SIDE:	0' Min   10' Max <b>(2)</b>
(D) ALLEY:	5' Min   10' Max <b>(5)</b>

**II - BUILDING HEIGHT**

(1) BUILDING HEIGHT MINIMUM:	2 Stories and 25'
(2) BUILDING HEIGHT MAXIMUM:	3 stories and 45' <b>(5)</b>
(K) MAX FROM S.O. EAVE TO T.O. PARAPET OR ROOF:	15' <b>(15)</b>
(J) FINISHED GROUND FLOOR LEVEL:	6' Min   7' Max Back of Sidewalk Or Adjacent Lot Level For Residential All Other Uses are Max 5'
(M) FIRST FLOOR CEILING HTS:	12' Min   7' to (C)
(N) UPPER FLOORS CEILING HTS:	8' Min   7' to (C)

**ZONING REGULATION P 2**

**BUILDING FORM:**

- (R) PRIMARY STREET At Least 80% of Build-to-Line (4)
- (R) SIDE STREET At Least 25% of Build-to-Line
- (R) LOT WIDTH Per Existing
- (R) LOT DEPTH Per Existing

- (N) MEZZANINES AND POOLING Mezzanines and Pools Greater Than 10' of the Floor Plate Area Shall Be Counted as a Full Story

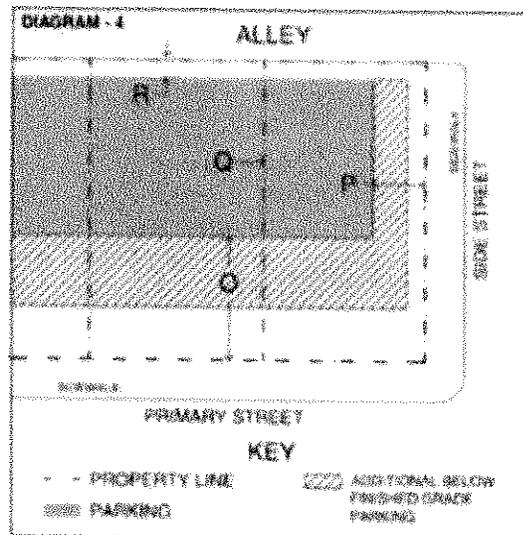
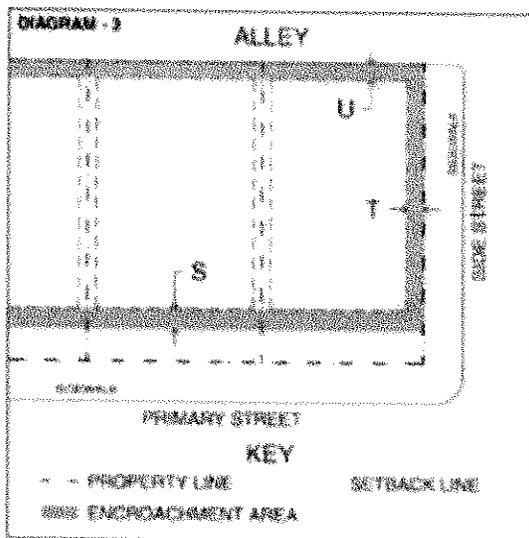
**III - BUILDING TYPES**

- Trigon and Fourplex
- Rowhouse and Courtyard
- Rowhouse Stacked Flats
- Courtyard Building
- Commercial Block Building
- Live / Work Units
- Live Building
- Civic / Institutional (2)

FOR REFERENCE NOTES REFER TO PAGE 3-22 OF THIS DISTRICT.

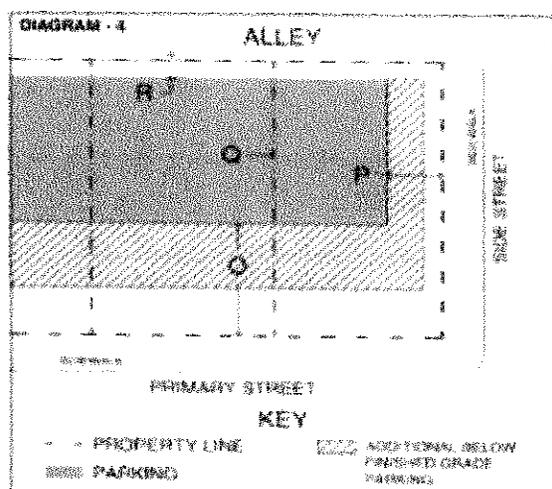
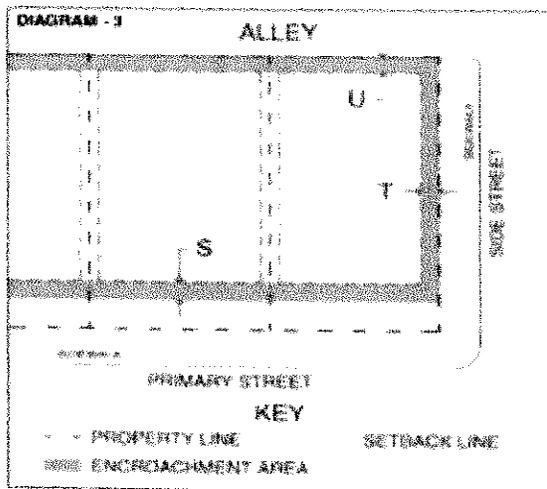
See Section 4.0 Building Development Standards for further details.

**3.0 BUILDING ENVELOPE STANDARDS NEIGHBORHOOD CENTER TYPE 2**



**ZONING REGULATION P. 3**

**1.0 BUILDING ENVELOPE STANDARDS NEIGHBORHOOD CENTER TYPE 2**



**IV - ENCROACHMENTS**

**LOCATION:**

(S) PRIMARY STREET	12' Max
(T) SIDE STREET	10' Max
(U) ALLEY	5' Max (7' Min)

**V - USE REQUIREMENTS**

GROUND FLOOR:	Office Residential Retail Special
---------------	--

UPPER FLOORS:	Office Residential Retail Special
---------------	--

**VI - PARKING REQUIREMENTS**

**LOCATION:**

(O) PRIMARY STREET SETBACK	60' Min (10')
(P) SIDE STREET SETBACK	30' Min (11')
(Q) SIDE SETBACK	5' - 8' Surface Lot / Per Max-Building If Structured Parking 5' Min
(R) ALLEY SETBACK	

**REQUIRED SPACES:**

OFFICE, RETAIL AND SPECIAL USES	< 7,500 SQ FT	No Off-Street Parking Requirement
	> 7,500 SQ FT	One (1) Space Per 1,250 SQ FT in Excess of the 7,500 SQ FT
RESIDENTIAL USES		One (1) Space Per Dwelling Unit

**IV - ENCROACHMENTS**

**LOCATION:**

(S) PRIMARY STREET:	12' Max
(T) SIDE STREET	10' Max
(U) ALLEY	5' Max (7' Min)

**V - USE REQUIREMENTS**

GROUND FLOOR:	Office Residential Retail Special
---------------	--

UPPER FLOORS:	Office Residential Retail Special
---------------	--

**VI - PARKING REQUIREMENTS**

**LOCATION:**

(O) PRIMARY STREET SETBACK	60' Min (10')
(P) SIDE STREET SETBACK	30' Min (11')
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(R) ALLEY SETBACK	

**REQUIRED SPACES:**

OFFICE, RETAIL AND SPECIAL USES	< 7,500 SQ FT	No Off-Street Parking Requirement
	> 7,500 SQ FT	One (1) Space Per 1,250 SQ FT in Excess of the 7,500 SQ FT
RESIDENTIAL USES		One (1) Space Per Dwelling Unit

**ZONING REGULATION P 4****VII - REFERENCE NOTES**

1. The Build-to-Line must match the average Front Facade Line of the Block Face, and lots with NO Primary Street frontage (abutting adjacent properties) are exempt from the Primary Street Build-to-Line dimensional requirements, and are only required to have a five foot (5') setback on said frontage.
2. For buildings with Dwelling Units primarily opening to side yards, Side Setback is required to be ten feet (10'). Buildings higher than three (3) stories or forty feet (40') are required to have a ten foot (10') Side Setback.
3. Lots with NO Alley Frontage (abutting adjacent properties) are required to have a ten foot (10') setback on said Frontage.
4. The percentage (%) for the Primary Street can be adjusted to fifty percent (50%) in the case of the following Building Types: Courtyard Rowhouse and Courtyard Building.
5. On Thompson Street (U.S. 71B) between W. Johnson Avenue and W. Maple Avenue, the Building Height Maximum is five (5) stories and sixty-five feet (65').
6. The Civic / Institutional Building Type shall be allowed as a conditional Building Type in Neighborhood Center Type 2.
7. If no alley is present, no rear encroachment is allowed.
8. If the setback from an existing alley is less than five feet (5'), the allowed encroachment shall be equal to or less than existing setback dimension.
9. On the following streets, ONLY residential uses are permitted on the both the Ground Floor and Upper Floor(s): E. Maple Street, Robert Circle, S. Water Street, Jason Court, Carmay Court, E. Grove Avenue, Allen Avenue and S. Cleveland Street. No other uses are permitted.
10. This figure reflects an additional dimension of thirty feet (30') beyond the Primary Street Build-to-Line for above grade parking. Below finished ground floor level parking can be coterminous with the Facade Line of the building.
11. This figure reflects an additional dimension of twenty feet (20') beyond the Side Street Build-to-Line for above grade parking. Below finished ground floor level parking can be coterminous with the Facade Line of the building.
12. Along Emma Avenue, Park Street and Holcomb Street, the build-to line is a minimum of 0 feet and a maximum of 10 feet.

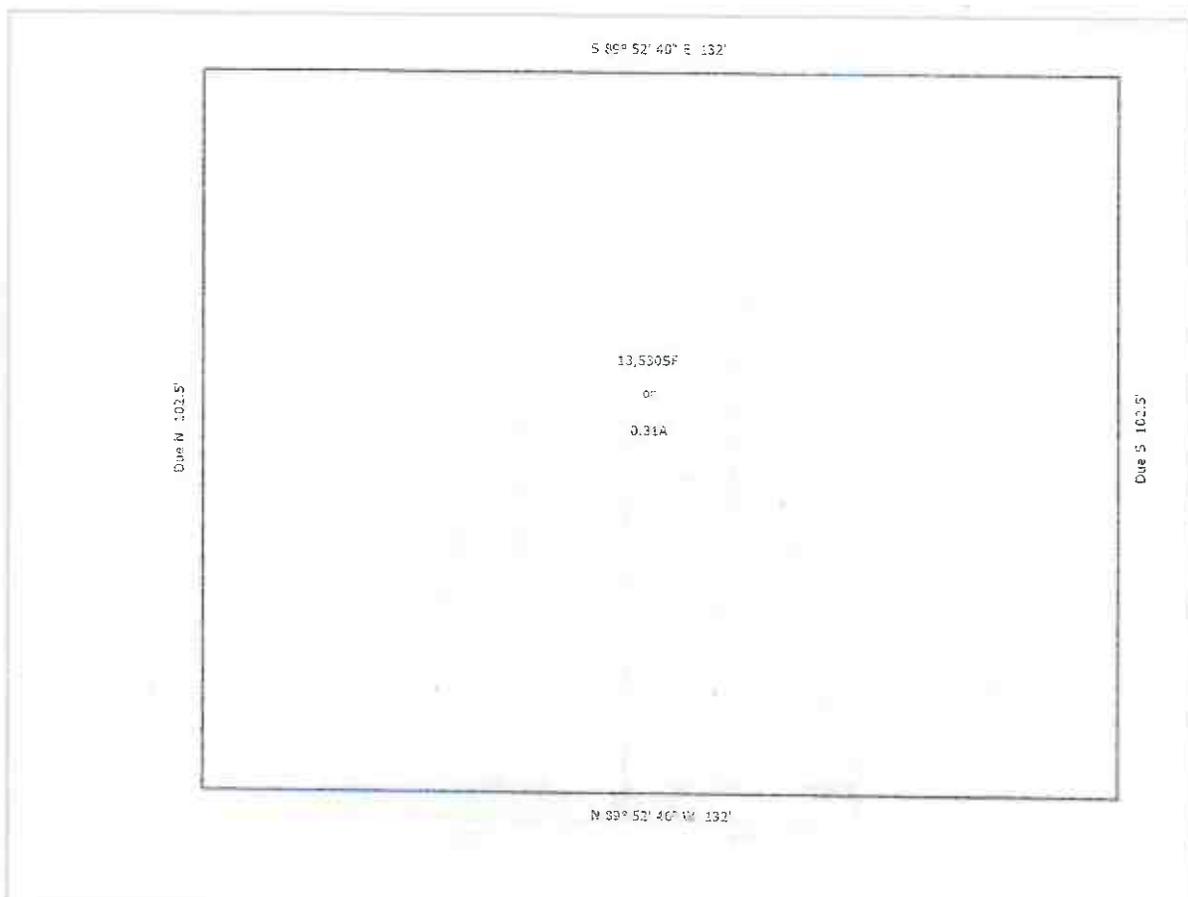
**Legal Description**

**Part of BLock Six (6) in the Original Town of Springdale, Washington County, Arkansas, more particularly described as follows: From the Southwest corner of Block Six (6) in the Original Town of Springdale, proceed North 20.00 feet, thence S89°52'40"E 10.00 feet to the point of beginning and running thence North 102.50 feet; thence S89°52'40"E 132.00 feet; thence South 102.50 feet; thence N89°52'40"W 132.00 feet to the point of beginning and containing 0.311 acres, more or less.**

**Subject to easements, right-of-ways, and protective covenants of record, if any.**

**Subject to all prior mineral reservations and oil and gas leases.**

### Site Sketch



Sketch by Apex Sketch v5 Standard™

Comments:

**Subject Site**  
Beginning at a point of the Tract described by Metes and Bounds as follows:  
THENCE Due North, a distance of 102.50 Feet;  
THENCE South 89° 52' 40" East, a distance of 132.00 Feet;  
THENCE Due South, a distance of 102.50 Feet;  
THENCE North 89° 52' 40" West, a distance of 132.00 Feet to point of beginning;  
said tract containing 0.31 acres (13529.97 sf) of land, more or less.  
Perimeter = 469.00 Feet  
No significant error of closure.

### Building Sketch

Borrower	Carol Kendrick				
Property Address	305 N Main St				
City	Springdale	County	Washington	State	AR
Lender/Client	Carol Kendrick	Zip Code	72764		



Comments:

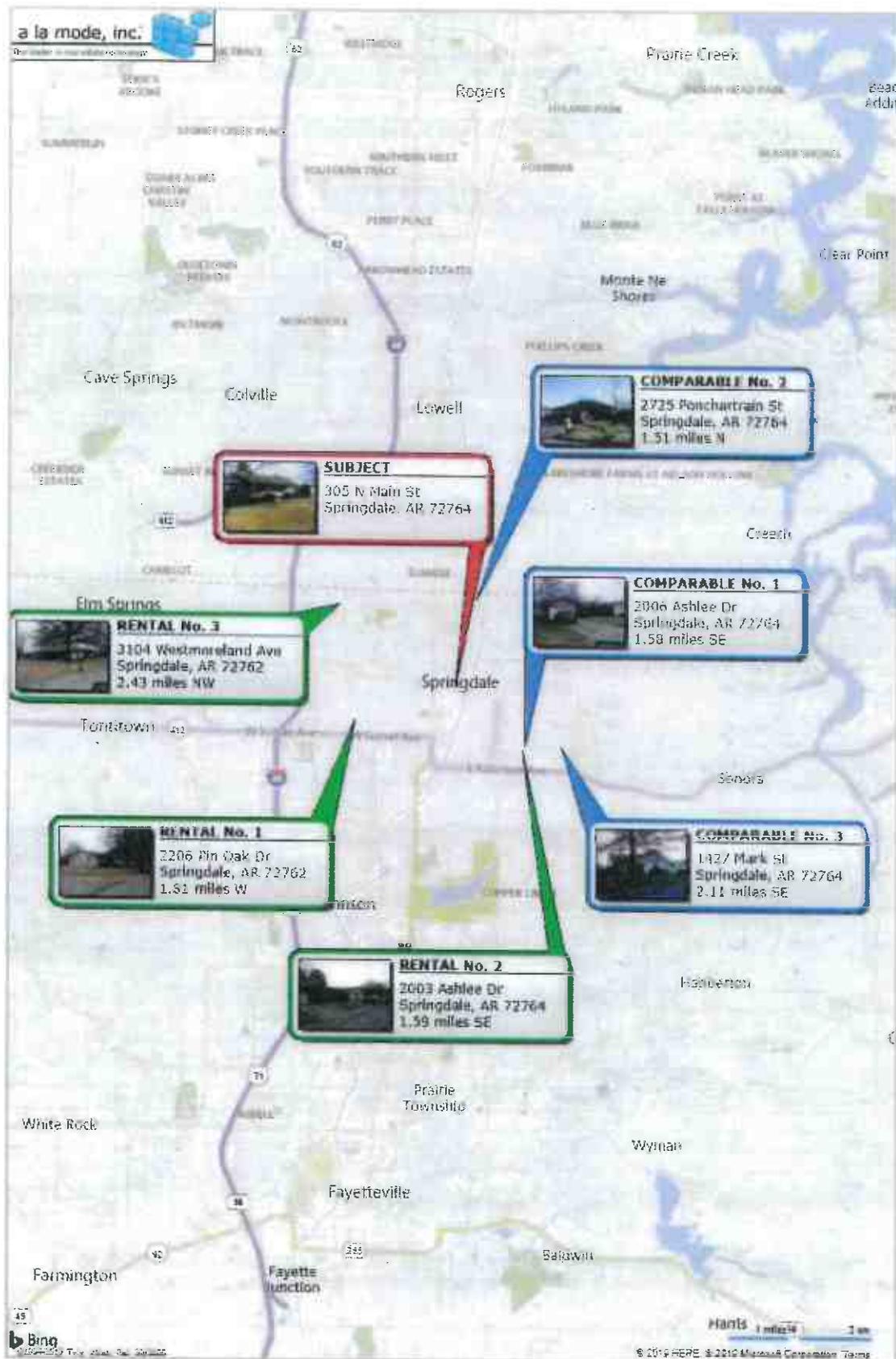
AREA CALCULATIONS SUMMARY			
Code	Description	Net Size	Net Totals
GLA1	First Floor-Unit A	1586.9000	
	First Floor-Unit B	1281.5200	2868.4200
GAR	Garage	393.6000	
	Garage	390.3800	783.9800
P/P	Frt Porch	172.4800	
	Porch	88.2000	
	Porch	110.6000	371.2800
OTH	Shop	291.0400	291.0400

LIVING AREA BREAKDOWN		
	Breakdown	Subtotals
First Floor-Unit A		
	38.50 x 34.90	1343.6500
	17.50 x 13.90	243.2500
First Floor-Unit B		
	29.80 x 34.90	1040.0200
	17.50 x 13.80	241.5000

Net LIVABLE Area (rounded) 2868 4 Items (rounded) 2868

### Location Map

Borrower	Carol Kendrick						
Property Address	305 N Main St						
City	Springdale	County	Washington	State	AR	Zip Code	72764
Lender/Client	Carol Kendrick						



### Small Residential Income Property Appraisal Report

File # 19-0093

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

Property Address 305 N Main St City Springdale State AR Zip Code 72764  
 Borrower Carol Kendrick Owner of Public Record Carol Kendrick County Washington  
 Legal Description See legal description  
 Assessor's Parcel # 815-29992-000 Tax Year 2018 R.E. Taxes \$ 1,263  
 Neighborhood Name Springdale Original Map Reference 22220 Census Tract 0112.00  
 Occupant  Owner  Tenant  Vacant Special Assessments \$ 0  PUD HOA \$  per year  per month  
 Property Rights Appraised  Fee Simple  Leasehold  Other (describe) Leased Fee  
 Assignment Type  Purchase Transaction  Refinance Transaction  Other (describe) To determine value for a potential sale  
 Lender/Client Carol Kendrick Address 633 N. Shioh Street, Springdale, AR 72764  
 Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal?  Yes  No  
 Report data source(s) used, offering price(s), and date(s) Realtors MLS

I  did  did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.

Contract Price \$ Date of Contract Is the property seller the owner of public record?  Yes  No Data Source(s)  
 Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower?  Yes  No  
 If Yes, report the total dollar amount and describe the items to be paid.

**Note: Race and the racial composition of the neighborhood are not appraisal factors.**

Neighborhood Characteristics		2-4 Unit Housing Trends		2-4 Unit Housing		Present Land Use %	
Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural	Property Values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining	PRICE	AGE	One-Unit	25 %		
Built-Up <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	Demand/Supply <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply	\$(000)	(yrs)	2-4 Unit	20 %		
Growth <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow	Marketing Time <input checked="" type="checkbox"/> Under 3 mths <input type="checkbox"/> 3-6 mths <input type="checkbox"/> Over 6 mths	94	Low 1	Multi-Family	20 %		
Neighborhood Boundaries See comments in the section- Additional Comments in the form		310	High 50	Commercial	35 %		
FIRREA/USPAP Addendum		186	Pred. 25	Other	%		
Neighborhood Description See comments in the section- Additional Comments in the form FIRREA/USPAP Addendum-front of the report							

Market Conditions (including support for the above conclusions) See addendum-Firera/USPAP Addendum-Exposure/Marketing Time

Dimensions See Legal Description/Sketch Area 0.31 Shape Rectangular View Residential  
 Specific Zoning Classification NC2 Zoning Description Form-Based Neighborhood Center type 2  
 Zoning Compliance  Legal  Legal Nonconforming (Grandfathered Use)  No Zoning  Illegal (describe)  
 Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use?  Yes  No If No, describe This is based on the current zoning, NC2. The current use even though providing a good income stream is not permissible under this ordinance.

Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private  
 Electricity   Water   Street Asphalt    
 Gas   Natural Sanitary Sewer   Alley None    
 FEMA Special Flood Hazard Area  Yes  No FEMA Flood Zone X FEMA Map # 05143C0070F FEMA Map Date 5/16/2008  
 Are the utilities and/or off-site improvements typical for the market area?  Yes  No If No, describe  
 Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)?  Yes  No If Yes, describe

General Description		Foundation		Exterior Description		Interior	
Units <input checked="" type="checkbox"/> Two <input type="checkbox"/> Three <input type="checkbox"/> Four	<input checked="" type="checkbox"/> Concrete Slab <input type="checkbox"/> Crawl Space	Foundation Walls	Concrete Blk/Avg	Floors	Carp/Vinyl/Avg		
<input type="checkbox"/> Accessory Unit (describe below)	<input type="checkbox"/> Full Basement <input type="checkbox"/> Partial Basement	Exterior Walls	Brick/Avg	Walls	Wd/DryWall/Avg		
# of Stories 1 # of bldgs. 1	Basement Area sq.ft.	Roof Surface	Arch Shingles/new	Trim/Finish	Painted Wd/Avg		
Type <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/> S-Det./End Unit	Basement Finish %	Gutters & Downspouts	Yes	Bath Floor	Vinyl/Avg		
<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Under Const.	<input type="checkbox"/> Outside Entry/Exit <input type="checkbox"/> Sump Pump	Window Type	DP Vinyl/Avg	Bath Wainscot	Fiberglass/Avg		
Design (Style) Trad	Evidence of <input type="checkbox"/> Infestation	Storm Sash/Insulated	None	<b>Car Storage</b>			
Year Built 1976	<input type="checkbox"/> Dampness <input type="checkbox"/> Settlement	Screens	Yes/Avg	<input type="checkbox"/> None	Driveway # of Cars	3	
Effective Age (Yrs) 15	<b>Heating/Cooling</b>		<b>Amenities</b>				
Attic <input type="checkbox"/> None	<input type="checkbox"/> FWA <input type="checkbox"/> HWBB <input type="checkbox"/> Radiant	Fireplace(s) #	0	Woodstove(s) #	0	Driveway Surface	Concrete
<input checked="" type="checkbox"/> Drop Stair <input type="checkbox"/> Stairs	<input checked="" type="checkbox"/> Other HVAC Fuel Elec/Gas	Patio/Deck	2	Fence Chain Lk		Garage # of Cars	2
<input type="checkbox"/> Floor <input type="checkbox"/> Scuttle	Cooling <input checked="" type="checkbox"/> Central Air Conditioning	Pool	None	Porch Cov		Carport # of Cars	None
<input type="checkbox"/> Finished <input type="checkbox"/> Heated	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Other	Other Shop	<input checked="" type="checkbox"/>			Att. <input type="checkbox"/> Det. <input type="checkbox"/> Built-in	
# of Appliances Refrigerator 2 Range/Oven 2 Dishwasher 2 Disposal 2 Microwave		Washer/Dryer	2	Other (describe)			
Unit # 1 contains: 5 Rooms 2 Bedrooms 2 Bath(s) 1,587 Square Feet of Gross Living Area							
Unit # 2 contains: 5 Rooms 2 Bedrooms 1 Bath(s) 1,282 Square Feet of Gross Living Area							
Unit # 3 contains: Rooms Bedrooms Bath(s) Square Feet of Gross Living Area							
Unit # 4 contains: Rooms Bedrooms Bath(s) Square Feet of Gross Living Area							
Additional features (special energy efficient items, etc.) Ceiling fans/Window treatments/DP Windows/Shop							

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.) I did not observe any substantial deferred maintenance. Overall both units are in average condition with some signs of dated interior amenities.

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Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property?  Yes  No If Yes, describe.

Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)?  Yes  No If No, describe. At this time the subject does conform; however, as time passes and the affect of the new zoning is implemented this property will not conform. According to the Planning Dept the non complying properties will cease to exist when the Form-Based zoning is fully implemented due to attrition.

Is the property subject to rent control?  Yes  No If Yes, describe.

The following properties represent the most current, similar, and proximate comparable rental properties to the subject property. This analysis is intended to support the opinion of the market rent for the subject property.

FEATURE	SUBJECT	COMPARABLE RENTAL # 1	COMPARABLE RENTAL # 2	COMPARABLE RENTAL # 3		
Address	305 N Main St Springdale, AR 72764	2206 Pin Oak Dr Springdale, AR 72762	2003 Ashlee Dr Springdale, AR 72764	3104 Westmoreland Ave Springdale, AR 72762		
Proximity to Subject		1.81 miles W	1.59 miles SE	2.43 miles NW		
Current Monthly Rent	\$ 1,400	\$ 1,500	\$ 1,350	\$ 1,500		
Rent/Gross Bldg. Area	\$ 0.49 sq.ft.	\$ 0.68 sq.ft.	\$ 0.60 sq.ft.	\$ 0.51 sq.ft.		
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
Data Source(s)	Owner	MLS 1088188/Ass 815-22284-000	MLS 1127974/Ass 815-24392-000	MLS 1091323/Ass 815-20271-000		
Date of Lease(s)	Unk	08/23/18	10/04/19	10/05/18		
Location	C. Springdale	Similar	Similar	Similar		
Actual Age	43	43	34	37		
Condition	Average/Well Maint	Similar	Inferior	Similar		
Gross Building Area	2,869	2,200	2,238	2,946		
Unit Breakdown	Rm Count Tot Br Ba 5 2 2 1,587 2,869	Size Sq. Ft. 5 2 2 1,100 2,200	Monthly Rent 1,500 750 750	Rm Count Tot Br Ba 5 2 1 1,119 2,238	Size Sq. Ft. 5 2 1 1,473 2,946	Monthly Rent 1,350 675 675
Unit # 1			\$ 1,500			\$ 1,500
Unit # 2			\$ 750			\$ 750
Unit # 3			\$ 750			\$ 750
Unit # 4			\$			\$
Utilities Included	None	None	None	None	None	None
App/Garage	Ref/Wd/St/DW/2Car	Ref/Wd/St/DW/2Car	Ref/Wd/St/DW/2car	Ref/Wd/St/DW/2car	Ref/Wd/St/DW/2car	Ref/Wd/St/DW/2car
Dk/Pat/CL/other	Por/Pat/CL/Shop	Por/Pat	Por/Pat	Por/Pat	Por/Pat/PrivFence/	Por/Pat/PrivFence/

Analysis of rental data and support for estimated market rents for the individual subject units reported below (including the adequacy of the comparables, rental concessions, etc.) Analyzing the above rental information as well as numerous others in the Springdale area it became apparent age does affect rental rates, but not to the extent as other factors. It appears rental rates are influenced by location, condition, SF, Bedroom/Baths and garages. The subject appears to score high on location, condition and square footage.

**Rent Schedule:** The appraiser must reconcile the applicable indicated monthly market rents to provide an opinion of the market rent for each unit in the subject property.

Unit #	Leases		Actual Rents		Opinion of Market Rent		
	Begin Date	End Date	Unfurnished	Furnished	Unfurnished	Furnished	Total Rents
1	Unk	Unk	\$ 800	\$ 800	\$ 800	\$ 800	\$ 800
2	Unk	Unk	600	600	675	675	675
3							
4							

Comment on lease data I analyzed the above rental rates as well as 27 other duplex in the City of Springdale to obtain market rates

Item	Amount	Total
Total Actual Monthly Rent	\$ 1,400	\$ 1,400
Other Monthly Income (Itemize)		
Total Actual Monthly Income	\$ 1,400	\$ 1,400
Total Gross Monthly Rent	\$ 1,475	\$ 1,475
Other Monthly Income (Itemize)		
Total Estimated Monthly Income	\$ 1,475	\$ 1,475

Utilities included in estimated rents  Electric  Water  Sewer  Gas  Oil  Trash collection  Cable  Other

Comments on actual or estimated rents and other monthly income (including personal property) Unit A contract and market rents appear to be consistent. However, it does appear that unit B is rented in what may be referred to as "Deficit Rent". This may be defined as the amount that market rents exceeds contract rents (Actual rents). This creates a lease that is favorable to the tenant. This would be considered a positive leasehold. The owner states that Unit B is leased due to concerns for the tenant.

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) Assessor's Record

My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) Assessor's Records of Washington County

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

ITEM	SUBJECT	COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3
Date of Prior Sale/Transfer		11/29/18		
Price of Prior Sale/Transfer		190,000		
Data Source(s)	Assessor's Records	Assessor's Records	Assessor's Records	
Effective Date of Data Source(s)	12/24/19	12/24/19	12/24/19	

Analysis of prior sale or transfer history of the subject property and comparable sales Sale # 1 had a previous sale dated 11/29/18. In addition, there was a transfer dated 03/08/19. The transfer did not indicate a sales price and it is assumed that it was not arm's length.

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There are 0 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 150,000 to \$ 250,000	
There are 42 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 157,000 to \$ 228,000	
FEATURE	SUBJECT
Address	305 N Main St Springdale, AR 72764
Proximity to Subject	1.58 miles SE
Sale Price	\$ 190,000
Sale Price/Gross Bldg. Area	\$ 65.07 sq.ft.
Gross Monthly Rent	\$ 1,475
Gross Rent Multiplier	111.76
Price per Unit	\$ 95,000
Price per Room	\$ 15,833
Price per Bedroom	\$ 31,667
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Data Source(s)	MLS 1095303
Verification Source(s)	Ass Rec'd 815-24354-000
VALUE ADJUSTMENTS	DESCRIPTION DESCRIPTION +(-) Adjustment
Sale or Financing	None Rept
Concessions	None Rept
Date of Sale/Time	11/29/18
Location	C. Springdale
Leasehold/Fee Simple	Leased Fee
Site	0.31
View	Residential
Design (Style)	Trad
Quality of Construction	Average
Actual Age	49
Condition	Average/Well Maint
Gross Building Area	2,869
Unit Breakdown	Total Bdrms Baths
Unit # 1	5 2 2
Unit # 2	5 2 1
Unit # 3	
Unit # 4	
Basement Description	None
Basement Finished Rooms	None
Functional Utility	Average
Heating/Cooling	HVAC
Energy Efficient Items	DP/CF/Wd Treat
Parking On/Off Site	On site
Porch/Patio/Deck	Porch/Patio
Fencing	Chain Link Fence
Garage	2-Single Car
Shop	291 SF
Net Adjustment (Total)	\$ 1,210
Adjusted Sale Price	\$ 191,210
Adjusted Price Per Unit	\$ 95,605
Adjusted Price Per Room	\$ 15,934
Adjusted Price Per Bedroom	\$ 31,868
Value per Unit	\$ 97,559
Value per Rm.	\$ 18,450

COMPARABLE SALE # 1	COMPARABLE SALE # 2	COMPARABLE SALE # 3	
Address	2006 Ashlee Dr Springdale, AR 72764	2725 Ponchartrain St Springdale, AR 72764	1427 Mark St Springdale, AR 72764
Proximity to Subject	1.51 miles N	2.11 miles SE	
Sale Price	\$ 174,000	\$ 187,000	
Sale Price/Gross Bldg. Area	\$ 85.93 sq.ft.	\$ 90.95 sq.ft.	
Gross Monthly Rent	\$ 1,400	\$ 1,200	
Gross Rent Multiplier	124.29	155.83	
Price per Unit	\$ 87,000	\$ 93,500	
Price per Room	\$ 17,400	\$ 18,700	
Price per Bedroom	\$ 43,500	\$ 46,750	
Rent Control	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Data Source(s)	MLS 1115809	MLS #1116112	
Verification Source(s)	Ass Rec 815-35907-000	Ass Rec 815-31467-000	
VALUE ADJUSTMENTS	DESCRIPTION DESCRIPTION +(-) Adjustment	DESCRIPTION DESCRIPTION +(-) Adjustment	DESCRIPTION DESCRIPTION +(-) Adjustment
Sale or Financing	None Rept	None Rept	None Rept
Concessions	None Rept	None Rept	None Rept
Date of Sale/Time	07/10/19	07/22/19	0
Location	N. Springdale	E Springdale	0
Leasehold/Fee Simple	Leased Fee	Leased Fee	0
Site	0.21 Ac	0.25 Ac	0
View	Residential	Residential	
Design (Style)	Trad	Trad	
Quality of Construction	Similar	Similar	0
Actual Age	14	26	-11,500
Condition	Similar	Superior	-9,350
Gross Building Area	2,920	2,025	2,056
Unit Breakdown	Total Bdrms Baths	Total Bdrms Baths	Total Bdrms Baths
Unit # 1	6 3 2	5 2 2	5 2 1
Unit # 2			
Unit # 3			
Unit # 4			
Basement Description	None	None	None
Basement Finished Rooms	None	None	None
Functional Utility	Average	Average	Average
Heating/Cooling	HVAC	HVAC	HVAC
Energy Efficient Items	DP/CF/Wd Treat	DP/CF/Wd Treat	C.Fans/DP/WIn Tr
Parking On/Off Site	On Site	On Site	On Site
Porch/Patio/Deck	Patio/Por	Por/Pat	Patios
Fencing	None	CL Fencing	CL Fence
Garage	2-2 car	2-Single car	2 Single Car
Shop	None		
Net Adjustment (Total)	\$ -1,790	\$ 17,540	\$ 6,500
Adjusted Sale Price	\$ 191,210	\$ 191,540	\$ 202,605
Adjusted Price Per Unit	\$ 95,605	\$ 95,770	\$ 101,303
Adjusted Price Per Room	\$ 15,934	\$ 19,154	\$ 20,261
Adjusted Price Per Bedroom	\$ 31,868	\$ 47,885	\$ 50,651
Value per Unit	\$ 195,118	\$ 83.61	\$ 239,877
Value per Rm.	\$ 184,500	\$ 43,468	\$ 173,872

Summary of Sales Comparison Approach including reconciliation of the above indicators of value. See Addendum

INCOME	Indicated Value by Sales Comparison Approach \$ 195,000	Total gross monthly rent \$ 1,475 X gross rent multiplier (GRM) 128 = \$ 188,800	Indicated value by the Income Approach
RECONCILIATION	Comments on income approach including reconciliation of the GRM I analyzed the above comparables GRM (gross rent multiplier). The average indicated by the comp sales is a 124 GRM and this is based on the actual gross income and not the potential gross income. Furthermore, I analyzed 25 duplex sales in Springdale without regard to location, age or configuration. This indicated a 134GRM for actual gross income and 117 for PGI. In my opinion the GRM for the subject should be between 117 and 134. I have utilized 128 as the GRM.		
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 195,000	Income Approach \$ 188,800	Cost Approach (if developed) \$ 199,048
RECONCILIATION	I have analyze, developed and reconciled all three approaches. The values indicated by these approaches developed values that are reasonably close. The Cost Approach usually establishes the high end of the value spectrum and the Income Approach indicates value based on an income stream and a estimated GRM. However, it is the appraiser's opinion that the Sales Approach best reflects the trends in the market. This is validated by the Income and Cost Approaches. The Sales Comparison Approach is based on the market's perception of the subject property. Value indicated is the average between the grid indicated value and the values of the individual components-value/unit/room/bedroom/GBA		
RECONCILIATION	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or <input type="checkbox"/> subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:		
RECONCILIATION	Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 195,000, as of 12/23/2019, which is the date of inspection and the effective date of this appraisal.		

### Small Residential Income Property Appraisal Report

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ADDITIONAL COMMENTS

*(This area is intentionally left blank for additional comments.)*

**COST APPROACH TO VALUE (not required by Fannie Mae)**

Provide adequate information for the lender/client to replicate the below cost figures and calculations.  
 Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) I analyzed seven vacant lot sales that are residential lots, but not specifically multi-family. Also, I did not considered the location of the subject in regards to the location within the revitalization of the downtown area. However, I did analyze the size of the lot and if it was multi-family or SFR. The selling prices ranged from \$119,047/acre to \$189,772/acre. The average was \$147,000/acre and my opinion is the subject's value could be \$162,000/acre or \$50,000

ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW	OPINION OF SITE VALUE	= \$	50,000
Source of cost data Marshal & Swift Valuation Guide	DWELLING 2,869 Sq.Ft. @ \$ 60.19	= \$	172,685
Quality rating from cost service Avg Effective date of cost data 12/19	Sq.Ft. @ \$	= \$	
Comments on Cost Approach (gross building area calculations, depreciation, etc.)	Appl/CF/Deck/Por/Shop/	= \$	14,000
There is physical deterioration due to the eff age in relation to useful economic life.	Garage/Carport 784 Sq.Ft. @ \$ 24.36	= \$	19,098
The expected economic life of res income properties new could be in the 45 to 50 year range. I did not discover any functional or economic obsolescence.	Total Estimate of Cost-New	= \$	205,783
Measurements were gleaned from actual exterior measurements based on ANSI standards. Lot sales were researched from the Assessor's records and MLS.	Less Physical Functional External		
Improvement \$/SF was gleaned from the M & S valuation guide (Duplexes).	Depreciation 61,735	= \$(	61,735)
Estimated Remaining Economic Life (HUD and VA only) 35 Years	Depreciated Cost of Improvements	= \$	144,048
	"As-is" Value of Site Improvements	= \$	5,000
	Utilities/Site/Landscaping		
	INDICATED VALUE BY COST APPROACH	= \$	199,048

**PROJECT INFORMATION FOR PUDs (if applicable)**

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached  
 Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.  
 Legal Name of Project \_\_\_\_\_  
 Total number of phases \_\_\_\_\_ Total number of units \_\_\_\_\_ Total number of units sold \_\_\_\_\_  
 Total number of units rented \_\_\_\_\_ Total number of units for sale \_\_\_\_\_ Data source(s) \_\_\_\_\_  
 Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion. \_\_\_\_\_  
 Does the project contain any multi-dwelling units?  Yes  No Data Source \_\_\_\_\_  
 Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion. \_\_\_\_\_  
 Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options. \_\_\_\_\_  
 Describe common elements and recreational facilities. \_\_\_\_\_

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This report form is designed to report an appraisal of a two- to four-unit property, including a two- to four-unit property in a planned unit development (PUD). A two- to four-unit property located in either a condominium or cooperative project requires the appraiser to inspect the project and complete the project information section of the Individual Condominium Unit Appraisal Report or the Individual Cooperative Interest Appraisal Report and attach it as an addendum to this report.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements, including each of the units. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

### Small Residential Income Property Appraisal Report

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**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property, including all units. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison and income approaches to value. I have adequate market data to develop reliable sales comparison and income approaches to value for this appraisal assignment. I further certify that I considered the cost approach to value but did not develop it, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

**Small Residential Income Property Appraisal Report** File # 19-0093

21. The lender/client may disclose or distribute this appraisal report to the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

**APPRAISER**

Signature    
 Name Larry D. Kennedy  
 Company Name THE REAL ESTATE CONSULTANTS  
 Company Address 118 N. East Ave. P.O. Box 747, Fayetteville,  
AR 72702  
 Telephone Number (479) 442-0762  
 Email Address larry@trecinc.net  
 Date of Signature and Report 12/31/2019  
 Effective Date of Appraisal 12/23/2019  
 State Certification # CG 1806  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State AR  
 Expiration Date of Certification or License 06/30/2020

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**

305 N Main St  
Springdale, AR 72764

APPRAISED VALUE OF SUBJECT PROPERTY \$ 195,000

**LENDER/CLIENT**

Name Carol Kendrick  
 Company Name Carol Kendrick  
 Company Address 633 N Shiloh Street, Springdale, AR 72764  
 Email Address lct1950@cox-internet.com

**SUBJECT PROPERTY**

- Did not inspect subject property  
 Did inspect exterior of subject property from street  
 Date of Inspection \_\_\_\_\_  
 Did inspect interior and exterior of subject property  
 Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street  
 Did inspect exterior of comparable sales from street  
 Date of Inspection \_\_\_\_\_

**Supplemental Addendum**

File No. 19-0093

Borrower	Carol Kendrick			
Property Address	305 N Main St			
City	Springdale	County	Washington	State AR Zip Code 72764
Lender/Client	Carol Kendrick			

**Firera/USPAP Addendum-Exposure/Marketing Time**

All real estate markets in NW Arkansas have recovered from the recession of 2007. The majority of the sub-markets in this area are performing well above the highs that were established prior to 2007. It has been reported the residential market has experienced a minor correction in recent months; however, statistics for the SFR market in Springdale indicates \$/SF has increased over the past 3 years by 16.7%. Also during that period the number of units built are down by 6% and the days on market are trending upward, but not at a dramatic pace. The National Association of Realtors indicates appreciation will continue thru 2020, but at a slower pace than has been prevalent over the past five years. Conversely, the income producing multi-unit market (duplexes, triplexes, four-plexes and apartments) continue to perform at a high level. These markets indicate low vacancies throughout the region and the demand by tenants has driven the rental rates upward in the past ten years. These issues are due in part to low unemployment in the region and the continued population growth in the region. Investors are looking for properties to add to their holdings. Nonetheless, according to the realtors MLS the average DOM for similar properties to the subject is 56 days with listed properties on the market for 37 days. In addition, over the past year in Springdale there have been forty-eight such units sold with an average selling price of \$186,223. Currently there are only two such units on the market and the average list price is \$255,000. It is mandatory to indicate exposure time in all appraisals. This is a hypothetical situation that is assumed to take place prior to the effective date of this report. This may or may not be similar to DOM. It is my opinion based on information from the MLS the potential exposure time for the subject property could be less than three months.

**FIRREA/USPAP Addendum: SCOPEOFWORK TXT**

I inspected the subject property on December 23, 2019. The client indicated the appraisal should be based on market information and as improved under the current configuration. I was accompanied by the owner/client during the inspection. I viewed the interior of both sides of the subject property. During the inspection procedure I measured the exterior of the property utilizing ANSI standards. In addition, I contacted the planning department for information concerning the current zoning regulation and how it is implemented in situations pertaining to the "Grandfather" status (discussed in the form USPAP Identification). Furthermore, I utilized information from the Assessor's Office of Washington County as well as the Circuit Clerk's Office of Washington County. I also utilized information from the local realtors association MLS. After measurements were taken I noted any differences from what was indicated by the Assessor's Office. After the site and improvements inspection I inspected the neighborhood to ascertain the compatibility of the subject to surrounding properties. Properties noted in the area were an apartment complex, a school and a museum. Naturally, the neighborhood that is described elsewhere in this report is being transformed, albeit at a slow pace, into what is prescribed in the NC2 zoning regulations. All three approaches are developed in this report. The approaches were analyzed as to their relevance and reliability and then reconciled.

**Small Income: Sales Comparison - Summary**

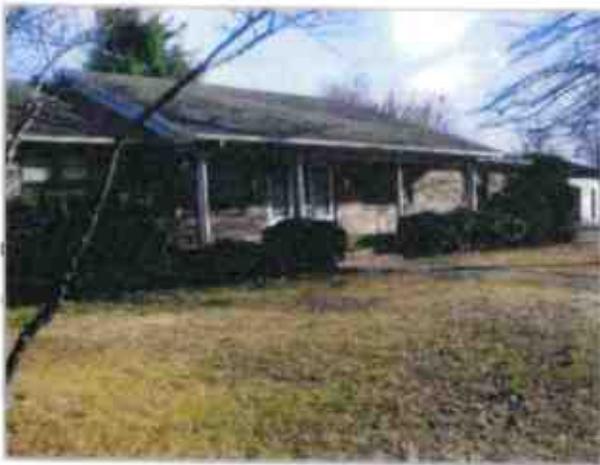
In my opinion the above sales comparisons are the most compatible available at this time. The bedroom and bath configurations range from 3 bedroom/2 Bath to 2 bedroom/1 bath. They form a good bracket for value and bedroom/bath configuration to assist in developing an opinion of value. However, I was unable to bracket the age of the subject. Nonetheless, through the adjustment process it is my opinion the above comparables do represent values of duplexes in the subject's area. Also, the subject has one enclosed garage that is connected to Unit A. This appears to be heated and cooled by a in-wall heat pump. However, this area does not resemble the interior of the subject units. This room is adjusted separate from the garage configuration. The reader should be aware that in the line item adjustments in the grid if the comparable is inferior to the subject then a positive adjustment is required. If the comparable is superior to the subject then a negative adjustment is required. The square footage of all of the comparables are adjusted at the difference in SF of the subject and the comparable at \$35/SF. The actual age of the units are modestly adjusted at \$500/year between the comparable and the subject. It does not appear that age of the units are as important as condition. In the adjustment process the comparables are adjusted to resemble the subject as much as possible through monetary adjustments. I valued the subject as a duplex property that is not influenced by current zoning and the ramifications of the future intent of City Administration as to the ultimate disposition of the subject improvements. Comparable # 1 consists of two units with each having three bedrooms and two baths. These units are slightly larger than the subject which is due to the subject's Unit B being smaller with one less bath. In addition, this comparable has two-2 car garages as compared to the subject's one car garages. However, the comparable's two car garages do appear to be somewhat small compared to the normal two car garage. In addition, the condition of the comparable is inferior compared to the subject. This required a positive adjustment. Comparable # 2 is a newer duplex that is a great deal smaller than the subject; however, the configuration of this unit is similar compared to the subject. Comparable #3 is much smaller in SF compared to the subject. It does appear the condition and quality are similar compared to the subject. However, the MLS indicates it was in superior condition at the time of the sale. In addition, this comparable's units both have two bedrooms and one bath. The reader should also note the breakdown of values indicated at the bottom of the adjustment grid. These categories include value/unit, value/room, value/gross building area and value/bedrooms. These four have an average indication of value of \$198,342. The Adjustment grid indicates a value of \$195,000. The major difference between the grid value and the indicators based on unit, room, GBA and bedrooms is the relatively high value per SF. The grid value is based on the weighting of each comparables indicated value based on the amount of gross adjustment. The more the adjustment the less the weighting.

**Subject Photo Page**

Borrower	Carol Kendrick						
Property Address	305 N Main St						
City	Springdale	County	Washington	State	AR	Zip Code	72764
Lender/Client	Carol Kendrick						

**Subject Front**

305 N Main St  
Sales Price  
Gross Building Area 2,869  
Age 49



**Subject Side**



**Subject /Side**



**Subject Photo Page**

Borrower	Carol Kendrick				
Property Address	305 N Main St				
City	Springdale	County	Washington	State	AR Zip Code 72764
Lender/Client	Carol Kendrick				

**Subject Garage/Shop**

305 N Main St  
Sales Price  
Gross Building Area 2,869  
Age 49



**Subject Garage-Unit B**



**Street Scene**



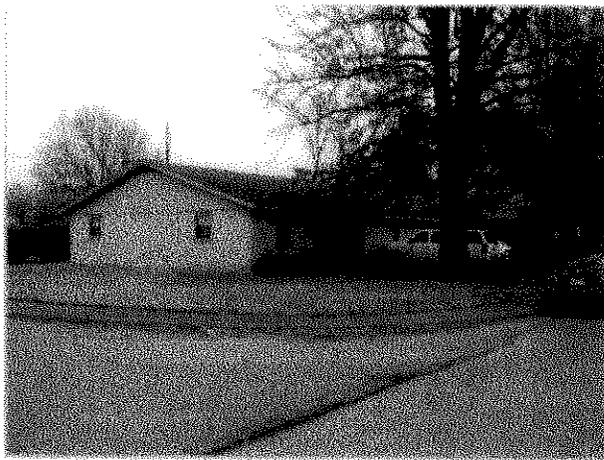
### Interior Photos-

Borrower	Carol Kendrick						
Property Address	305 N Main St						
City	Springdale	County	Washington	State	AR	Zip Code	72764
Lender/Client	Carol Kendrick						



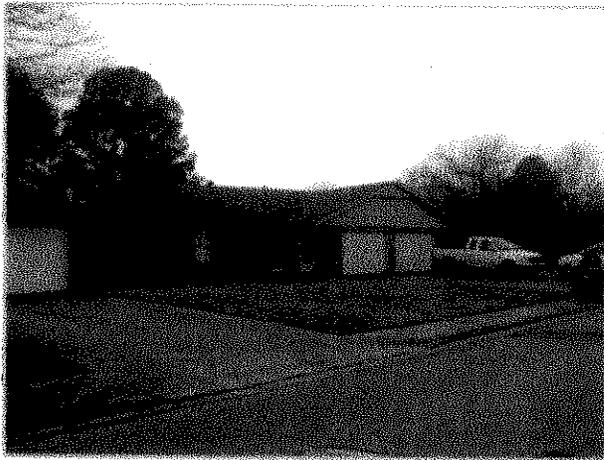
### Rental Photo Page

Borrower	Carol Kendrick				
Property Address	305 N Main St				
City	Springdale	County	Washington	State	AR Zip Code 72764
Lender/Client	Carol Kendrick				



#### Rental 1

2206 Pin Oak Dr  
Proximity to Subject 1.81 miles W  
Gross Building Area 2,200  
Age 43



#### Rental 2

2003 Ashlee Dr  
Proximity to Subject 1.59 miles SE  
Gross Building Area 2,238  
Age 34



#### Rental 3

3104 Westmoreland Ave  
Proximity to Subject 2.43 miles NW  
Gross Building Area 2,946  
Age 37

### Comparable Photo Page

Borrower	Carol Kendrick				
Property Address	305 N Main St				
City	Springdale	County	Washington	State	AR Zip Code 72764
Lender/Client	Carol Kendrick				



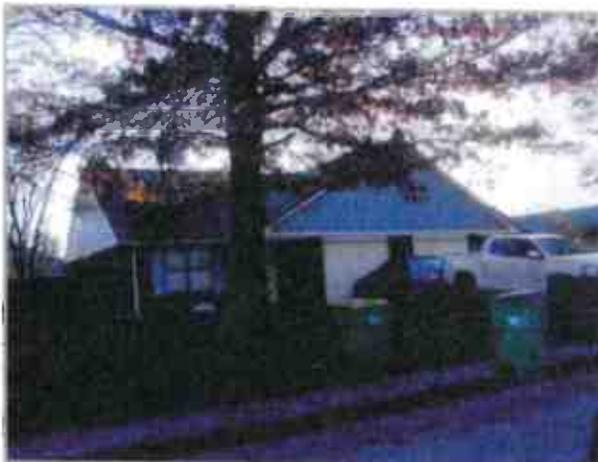
#### Comparable 1

2006 Ashlee Dr  
Sales Price 190,000  
G.B.A. 2,920  
Age/Yr. Blt. 33



#### Comparable 2

2725 Ponchartrain St  
Sales Price 174,000  
G.B.A. 2,025  
Age/Yr. Blt. 14



#### Comparable 3

1427 Mark St  
Sales Price 187,000  
G.B.A. 2,056  
Age/Yr. Blt. 26

### Comparable Photo Page

Borrower	Carol Kendrick				
Property Address	305 N Main St				
City	Springdale	County	Washington	State	AR Zip Code 72764
Lender/Client	Carol Kendrick				

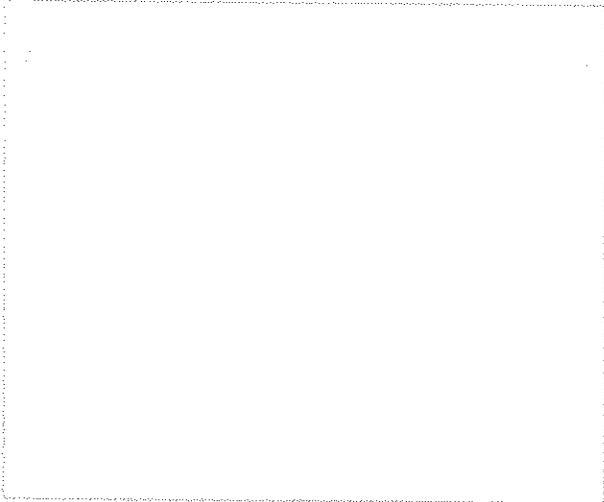
#### Comparable 4

Sales Price  
G.B.A.  
Age/Yr. Blt.



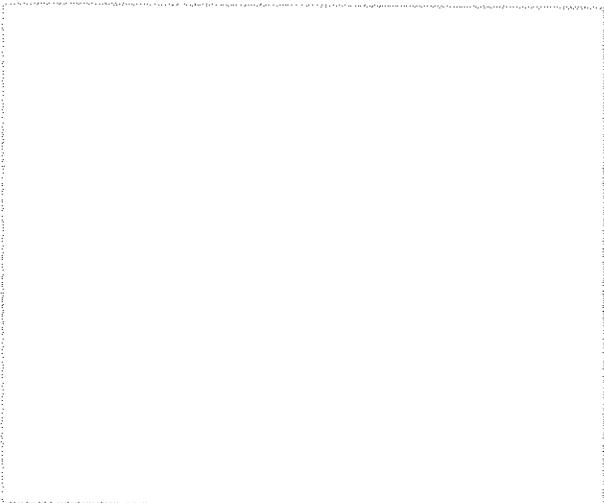
#### Comparable 5

Sales Price  
G.B.A.  
Age/Yr. Blt.



#### Comparable 6

Sales Price  
G.B.A.  
Age/Yr. Blt.



Warranty Deed

Doc ID: 012291810002 Type: REL  
Recorded: 05/18/2008 at 01:49:35 PM  
Fee Amt: \$20.00 Page 1 of 3  
Washington County, AR  
Betty Stamm Circuit Clerk  
File # 2008-00017504

Waco Title Company  
WARRANTY DEED  
UNMARRIED

File #: 0803797-980

Waco 0803797-980 Kendrick

KNOW ALL MEN BY THESE PRESENTS:

I, Dalores C. Koehler, an unmarried person, hereinafter called Grantor for and in consideration of the sum of ONE AND 00/100-- DOLLARS--(\$1.00) --and other good and valuable consideration in hand paid by Carol Kendrick, a married person, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said Carol Kendrick, a married person, hereinafter called Grantee and unto her heirs and assigns forever, the following lands lying in Washington County, Arkansas to-wit:

Part of Block Six (6) in the Original Town of Springdale, Washington County, Arkansas, more particularly described as follows: From the Southwest corner of Block Six (6) in the Original Town of Springdale, proceed North 20.00 feet, thence S89°52'40"W 10.00 feet to the point of beginning and running thence North 102.50 feet; thence S89°52'40"W 132.00 feet; thence South 102.50 feet; thence N89°52'40"W 132.00 feet to the point of beginning and containing 0.311 acres, more or less.

Subject to easements, right-of-ways, and protective covenants of record, if any.  
Subject to all prior mineral reservations and oil and gas leases.

To have and to hold the same unto the said Grantee and unto her heirs and assigns forever, with all appurtenances thereto belonging.

And I hereby covenant with said Grantee that I will forever warrant and defend the title to the said lands against all claims whatsoever.

WITNESS my hand and seal on this 27 day of MAY, 2008

I hereby certify under penalty of false swearing that a correct copy of the original of this instrument has been placed on file as required.  
GRANTEE OR AGENT: CAROL KENDRICK  
GRANTOR'S ADDRESS:

501 W MAIN ST.  
SPRINGDALE, AR 72714

*Dalores C. Koehler*  
Dalores C. Koehler



File No. 19-0093

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

### STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

File No. 19-0093

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 305 N Main St. Springdale, AR 72764

APPRAISER:

Signature:   
 Name: Larry D. Kennedy  
 Title: Certified General Appraiser  
 State Certification #: CG 1806  
 or State License #: \_\_\_\_\_  
 State: AR Expiration Date of Certification or License: 06/30/2020  
 Date Signed: 12/31/2019



SUPERVISORY or CO-APPRAISER (if applicable):

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 State Certification #: \_\_\_\_\_  
 or State License #: \_\_\_\_\_  
 State: \_\_\_\_\_ Expiration Date of Certification or License: \_\_\_\_\_  
 Date Signed: \_\_\_\_\_  
 Did  Did Not Inspect Property

That which is underlined is added and that which is stricken through is deleted.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 30 OF THE CODE OF ORDINANCES OF THE CITY OF SPRINGDALE, ARKANSAS; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES.**

**WHEREAS**, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, contains the regulations pertaining to cemeteries in the City of Springdale;

**WHEREAS**, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to specifically refer to Bluff Cemetery;

**WHEREAS**, Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, needs to be amended to add certain rules and regulations of Bluff Cemetery, so that citizens will be made aware of these rules and regulations, and to ensure the upkeep and beauty of Bluff Cemetery;

**WHEREAS**, it is in the best interest of the City of Springdale, Arkansas, for the City Council of the City of Springdale, Arkansas, to amend Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS:**

**Section 1:** Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to amend the chapter heading to read as follows:

**Chapter 30 – ~~CEMETERIES~~ BLUFF CEMETERY**

**Section 2:** Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, is hereby amended to add a new section to read as follows:

**Sec. 30-2. – Rules and Regulations for Bluff Cemetery.**

- (a) Except for unusual and unforeseen emergencies, Bluff Cemetery shall be open to the public every day of the year from sunrise to sunset, and no one shall be in Bluff Cemetery before sunrise or after sunset.
- (b) No dogs or other animals, except service animals, shall be permitted in Bluff Cemetery.
- (c) No alcohol is allowed on cemetery grounds.
- (d) Walking for exercise is permitted during normal operating hours.
- (e) Placement of floral arrangements and other memorials shall be subject to the following:
  - (1) Funeral flowers, holders, containers, baskets and easels shall be removed no later than the fifth day after a funeral service.
  - (2) Glass containers, tin cans, and breakable plastic containers are not permitted.
  - (3) No landscaping border of any kind shall be constructed around the perimeter of any burial plot. This includes benches or other items that interfere with cemetery maintenance.
  - (4) No planting of live flowers, shrubs or trees are permitted.
  - (5) Live cut flowers in permanent vases attached to the headstone are permitted, as are artificial flowers appropriate for the season and in permanent vases attached to the headstone.

- (6) Special holiday arrangements placed on and around head stones as well as in permanent vases in the months of November and December may be left on graves no later than January 31, at which time any such arrangements remaining will be removed and discarded by the City.
- (7) Memorial Day arrangements and wreaths that are not securely attached to head stones or in permanent vases will be removed by the City on or after June 30, or as necessary to allow for routine maintenance of the cemetery.
- (8) Arrangements for other holidays not in keeping with these regulations will be removed at the time of the first mowing after the holiday.
- (9) Any floral arrangements may be removed by the City when such arrangements become discolored, wilted, seasonally inappropriate, or unsightly in any manner.
- (10) No person shall remove any plant or flower that is actively growing in the cemetery.
- (11) Any decorations or memorials other than those allowed herein **WILL BE REMOVED IMMEDIATELY** upon discovery by the City and shall not be retained or stored.

(f) Any person violating any provisions of this section shall be subject to the penalties set out in the general penalty provision of section 1-9.

**Section 3:** All other provisions of Chapter 30 of the Code of Ordinances of the City of Springdale, Arkansas, not specifically amended by this Ordinance shall remain in full force and effect.

**Section 4: Emergency Clause.** It is hereby declared that an emergency exists and this ordinance, being necessary for the preservation of the health, safety and welfare of the citizens of Springdale, Arkansas, shall be in effect immediately upon its passage and approval.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING PAYMENT OF AN  
INVOICE  
PROJECT NO. 18BPC1**

**WHEREAS**, Springdale municipal code sec. 2-158 requires approval of the governing body before paying any bill that exceeds \$1,000,000 , and

**WHEREAS**, the City of Springdale has contracted with Milestone Construction Company, LLC to construct/renovate the Springdale Municipal Campus, and

**WHEREAS**, The City has received an invoice for \$1,504,755.83 for construction expenses for December 2019.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk are hereby authorized to pay Milestone Construction Company, LLC \$1,504,755.83 with funds from the 2018 Bond Construction Fund.

**PASSED AND APPROVED** this 14<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

RECEIVED

APPLICATION AND CERTIFICATE FOR PAYMENT

DEC 26 2019

TO OWNER: City of Springdale  
201 Spring Street  
Springdale, AR 72764

PROJECT: Springdale Municipal Campus  
201 Spring Street  
Springdale, AR 72764

APPLICATION NO.: 6  
PERIOD TO: Dec 31, 2019  
PROJECT NOS.: 1371  
DISTRIBUTION TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: Milestone Construction Company, LLC  
2002 South 48th Street  
Suite A  
Springdale, AR 72762

ARCHITECT: Duvall Decker Architects, P.A.  
2915 North State Street  
Jackson, MS 39216

CONTRACT DATE: Jul 31, 2019

CONTRACT FOR: Springdale Municipal Campus

APPLICATION AND CERTIFICATE FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ 35,855,288.00
- 2. Net change by change orders ..... \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 +/- 2) ..... \$ 35,855,288.00
- 4. TOTAL COMPLETED & STORED TO DATE ..... \$ 5,990,983.39  
(Column G on G703)
- 5. RETAINAGE:  
(Total retainage Column I of G703) ..... \$ 299,549.17  
(Line 4 less Line 5 Total) ..... \$ 5,691,434.22
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) ..... \$ 4,186,678.39
- 8. CURRENT PAYMENT DUE ..... \$ 1,504,755.83
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) ..... \$ 30,163,853.78



By: Summer Nicole Cross Date: Dec 24, 2019  
State of: Arkansas  
County of: Washington  
Subscribed and sworn to before me this 24 day of December 2019  
Notary Public: Summer Nicole Cross  
My Commission expires: 12/8/29

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 1,504,755.83

(Attach explanation if amount certified differs from the amount applied for. Initial figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Duvall Decker Architects, P.A.

By: [Signature] Date: Jul 5 2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Change Order approved in previous months by Owner	0.00	0.00
APPROVED THIS MONTH		
Number	Date Approved	
Current Total:		0.00
Net Change by Change Orders		0.00

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RIGHT OF FIRST REFUSAL AGREEMENT ON PROPERTY OWNED BY THE CITY OF SPRINGDALE.**

**WHEREAS**, the City of Springdale owns the following real property located in the City of Springdale, Arkansas, said land being more particularly described as follows ("the Property"):

Lot 1 and the East 29.00 feet of Lot 2, Block 8, of the Railroad Addition to the City of Springdale, Arkansas, as per plat thereof.

Also,

The West 12.00 feet of Lot 2 and the East 25.00 feet of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas, as designated on the plat of said Addition now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Also,

Beginning at a point that is 25.00 feet West of the SE corner of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas; thence North 130.00 feet; thence West 2.00 feet; thence South 130.00 feet; thence East 2.00 feet, to the point of beginning. Subject to roadways and easements of record, if any.

Washington County Tax Parcel No. 815-25230-001 and Washington County Tax Parcel No. 815-25229-000, more commonly known as 206 W. Meadow Ave./206 S. Blair St., Springdale Washington County, Arkansas.

**WHEREAS**, Artenomics, LLC, wishes to hold a right of first refusal to purchase the Property should the City of Springdale receive a bona fide offer on the Property;

**WHEREAS**, Artenomics, LLC, is acceptable with the terms of a Right of First Refusal Agreement, which is attached hereto as Exhibit "A" and is incorporated herein by reference;

**WHEREAS**, Ark. Code Ann. §14-54-302 empowers and authorizes municipalities to sell real property it owns, subject to approval by the City Council;

**WHEREAS**, it is reasonable to grant a right of first refusal to Artenomics, LLC, as it owns property adjacent to the Property;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS**, that the Mayor and City Clerk of the City of Springdale, Arkansas, are hereby authorized to execute the attached Right of First Refusal Agreement, attached hereto, with Artenomics, LLC.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**RIGHT OF FIRST REFUSAL**

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is entered into this \_\_\_\_\_ day of January, 2020, by and between the City of Springdale ("Owner"), and Artenomics, LLC ("Artenomics").

WHEREAS, Owner is the owner of certain real property situated in Springdale, Washington County, Arkansas, more particularly described as follows ("the Property"):

Lot 1 and the East 29.00 feet of Lot 2, Block 8, of the Railroad Addition to the City of Springdale, Arkansas, as per plat thereof.

Also,

The West 12.00 feet of Lot 2 and the East 25.00 feet of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas, as designated on the plat of said Addition now on file in the office of the Circuit Clerk and Ex-Officio Recorder of Washington County, Arkansas.

Also,

Beginning at a point that is 25.00 feet West of the SE corner of Lot 3 in Block 8, in the Railroad Addition to the City of Springdale, Washington County, Arkansas; thence North 130.00 feet; thence West 2.00 feet; thence South 130.00 feet; thence East 2.00 feet, to the point of beginning. Subject to roadways and easements of record, if any.

Washington County Tax Parcel No. 815-25230-001 and Washington County Tax Parcel No. 815-25229-000, more commonly known as 206 W. Meadow Ave./206 S. Blair St., Springdale Washington County, Arkansas.

WHEREAS, Owner has agreed to enter into this Agreement to grant Artenomics a right of first refusal to purchase the Property together with all easements, rights, and appurtenances thereto.

NOW, THEREFORE, for good and valuable consideration hereinafter specified, the sufficiency of which is hereby acknowledged, Owner hereby grants to Artenomics a right of first refusal to purchase the Property upon the terms and conditions as follows:

**1. Right of First Refusal.** If, prior to the expiration of this Agreement, Owner receives a bona fide offer to purchase or transfer ownership of the Property, and Owner desires to accept such offer, Owner shall first offer to sell the Property to Artenomics on the same terms and conditions set out in the bona fide offer received by Owner. Artenomics shall then have ten (10) days to accept or reject this offer. If Artenomics does not accept Owner's offer within ten (10) days, this Right of First Refusal shall expire immediately, and Owner shall be free to accept any offer without further notice to Artenomics.

**2. Subject to City Ordinances and Planning Process.** In the event that Artenomics exercises the right of first refusal contained in this Agreement, whether during the initial term or during any renewal term, such exercise shall not limit the authority of the City of Springdale, or any of its boards or commissions, from applying or exercising any ordinances, regulations, or standards then in effect, and the Property shall at all times herein be subject to the ordinances, regulations, and standards of the City of Springdale, Arkansas.

**3. Term of Agreement.** This Agreement shall expire one (1) year from the date of execution of this Agreement. This Agreement shall be renewed for additional one (1) year terms unless either Owner or Artenomics give written notice objecting to such renewal. Any objection to renewal must be delivered at least sixty (60) days prior to the end of the initial term, or at least sixty (60) days prior to the end of any renewal period. In no event shall the total term of this Agreement, including renewals, exceed a total of seven (7) years. Any notice filed of record by either party that this Agreement has not been renewed shall be notice to third parties that this Agreement has been terminated and the above-described property shall no longer be subject to this Agreement.

**4. Notices.** Notices, statements and other communications to be given under the terms of this Agreement shall be in writing and personally delivered or sent by certified or registered mail or by Federal Express or other similar overnight mail service to the address for each party set forth below or at such other address as from time to time is designated by either party in writing. Notices, demands and requests which shall be served upon either party in the foregoing manner, shall be deemed served or given for all purposes hereunder at the time such notice, demand or request shall be personally delivered or received.

To Owner: City of Springdale  
Attn: Mayor Doug Sprouse  
201 Spring St.  
Springdale, AR 72764

To Artenomics: Artenomics, LLC  
Attn: Derek Gibson, Manager/Member

\_\_\_\_\_

\_\_\_\_\_

**5. Third Parties.** No obligation of either party hereunder shall be enforceable by any person or entity other than the parties hereto.

**6. Further Instruments.** The parties shall execute and deliver all other appropriate agreements and instruments as may reasonably be required to give effect to the transactions contemplated hereby, including the filing of this Agreement with the land records of Washington County, Arkansas.

IN WITNESS WHEREOF, the parties have executed this Agreement the date first set forth above.

City of Springdale, Arkansas

By: \_\_\_\_\_  
Doug Sprouse, Mayor

By: \_\_\_\_\_  
Denise Pearce, City Clerk

Artenomics, LLC

By: \_\_\_\_\_  
Derek Gibson, Manager/Member

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )  
COUNTY OF WASHINGTON )

**BE IT REMEMBERED**, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Doug Sprouse, Mayor of the City of Springdale, Arkansas, personally known to me to be the person subscribing to the foregoing document, and who stated to me that he had executed the same for the purposes and considerations therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )SS  
COUNTY OF WASHINGTON )

**BE IT REMEMBERED**, that on this day came before the undersigned, a Notary Public, duly commissioned and acting within and for the County and State aforesaid, Denise Pearce, City Clerk of the City of Springdale, Arkansas, personally known to me to be the person subscribing to the foregoing document, and who stated to me that she had executed the same for the purposes and considerations therein contained.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )SS  
COUNTY OF WASHINGTON )

On this the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, a Notary Public, qualified and acting, within and for the said County and State, appeared in person the within named Derek Gibson, to me personally known and who stated he was the Manager/Member of Artenomics, LLC, and that he was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of Artenomics, LLC, and further stated and acknowledged that he had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE TO WAIVE COMPETITIVE  
BIDDING FOR A PAVEMENT MANAGEMENT  
INVENTORY**

**WHEREAS**, the City of Springdale needs a detailed inventory of the condition of the streets within the City to plan and schedule maintenance of our streets, and

**WHEREAS**, this inventory and work is beyond the capability of the employees of the Street Department, and

**WHEREAS**, this information is needed to assist management and the City Council to decide on priorities of street repairs and increase efficiently, and

**WHEREAS**, Arkansas Code 14-58-303 states, “The governing body, by ordinance, may waive the requirements of competitive bidding in exceptional situations where this procedure is deemed not feasible or practical”;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

**Section 1.** This Council finds that due to the specific proposal for these services, it is not feasible or practical to use competitive bidding and hereby waives competitive bidding on a professional services agreement to conduct an inventory and evaluation of the streets of the City of Springdale with the cost not to exceed \$26,250.

**Section 2. Emergency Clause.** It is hereby declared that an emergency exists, and this ordinance being necessary for the immediate preservation of the health, safety, and welfare of the citizens of Springdale, Arkansas, shall be effective immediately upon passage and approval.

**PASSED AND APPROVED** this 14<sup>th</sup> day of January, 2020.

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**COPY**

# FIRST STEP PAVEMENT MANAGEMENT



DR. STACY WILLIAMS  
sgwill@uark.edu  
(479) 575-2220



MICHAEL G. MORGAN  
MikeGMorgan@DataStreamEarth.com  
(479) 422-7887



DARRYL GARDNER  
Darryl.Gardner@Ergon.com  
(301) 590-3145

## Professional Services Fee Proposal May 2019

City of Springdale Engineering  
201 Spring Street  
Springdale, Arkansas 72764  
(479) 756-7716

Re Springdale, Arkansas  
Pavement Management Program

The University of Arkansas' Technology Transfer Program, Ergon Asphalts and Emulsions, Inc., and DataStream is pleased to work with Springdale, Arkansas to initiate First Step Pavement Management. First Step Pavement Management is designed to incorporate all hard-surfaced roadways maintained by Springdale and address the following immediate goals:

- Develop an inventory of hard-surfaced roadways under the authority of the City
- Perform an annual video patrol and condition assessment of all inventoried, hard-surface roadways

Additional Goals may include:

- Review the Department's current practices and techniques
- Extend the functional life of hard-surfaced roadways maintained by the City

## PROJECT SCOPE OF WORK

### 1.0 Pavement Management – Inventory

#### Pavement Inventory

- Create an inventory and associated map of all public, hard-surfaced roadways
- Receive known roadway information (construction history, work history, maintenance cost history, etc.)

### 2.0 Pavement Management – Inventory Condition Assessment / Distress Patrol

#### 2.1 Pavement Condition Assessment (Network-Level)

- Roadway pavements patrolled by trained inspectors using geolocated video cameras (1080p; 60fps)
- Visual, non-destructive assessment of facility pavements
- Pavement health is illustrated as:

- **EXCELLENT**
  - A pavement in condition EXCELLENT is in perfect condition
  - No corrective maintenance or preventive maintenance is recommended

- **GOOD**
  - Preventive maintenance may be recommended
  - Corrective maintenance is typically not recommended
  - Pavement distress is limited to oxidation, weathering and minor climate related damage
  - Structural distress (if present) is both localized and low density (<5%)



We appreciate the opportunity to be of service in the development of your pavement management plan.

Please indicate your acceptance of the terms, scope of work and fee by signing and returning a copy to our office. A facsimile signature is sufficient to indicate your understanding of the proposed agreement. If you have any questions or concerns, please do not hesitate to call. This proposal is valid for 120 days from receipt. Additionally, the proposal may become null and void 12 months from the date of acceptance by the client, if the work has not been authorized to begin within that time.

Sincerely,



Michael G. Morgan  
Senior Project Manager

Agreed to and accepted this date:

\_\_\_\_\_

Signature

Printed Name

Title / Authorizing Agent

Agreed to and accepted this date:

1/2/2020

\_\_\_\_\_



Signature

Doug Sprouse

Printed Name

Mayor

Title / Authorizing Agent

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE  
RENOVATIONS OF FOUR (4) BATHROOMS  
IN THE SPRINGDALE PUBLIC LIBRARY**

**WHEREAS**, Library Director Marcia Ransom desires to remodel four (4) bathrooms in the Springdale Public Library; and

**WHEREAS**, Hight Jackson has been retained as architects on this remodel; and

**WHEREAS**, funds have not been appropriated for the cost of this remodel.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF SPRINGDALE, ARKANSAS, that**

**Section 1.** The remodeling of four (4) bathrooms in the Springdale Public Library is hereby approved with a cost of \$200,000 to be paid out of the CIP Fund.

**Section 2.** The Library Director is hereby authorized to retain Milestone Construction Company as the general contractor to oversee the remodeling.

**PASSED AND APPROVED** this 12<sup>th</sup> day of November, 2019

\_\_\_\_\_  
Doug Sprouse, Mayor

ATTEST:

\_\_\_\_\_  
Denise Pearce, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ernest B. Cate, City Attorney

**Wyman Morgan**

---

**From:** Marcia Ransom <MRansom@springdalelibrary.org>  
**Sent:** Wednesday, October 30, 2019 8:18 PM  
**To:** Wyman Morgan  
**Subject:** Re: Library Restrooms

Okay. Gail from Hight Jackson and Scott from Milestone will attend to answer questions.

Thanks.

Marcia

[Get Outlook for iOS](#)

---

**From:** Wyman Morgan <[wmorgan@springdalear.gov](mailto:wmorgan@springdalear.gov)>  
**Sent:** Wednesday, October 30, 2019 11:42:19 AM  
**To:** Marcia Ransom <[MRansom@springdalelibrary.org](mailto:MRansom@springdalelibrary.org)>  
**Subject:** Re: Library Restrooms

I will try to get it on Monday night 's agenda.

Sent from my iPad

> On Oct 30, 2019, at 11:35 AM, Marcia Ransom <[MRansom@springdalelibrary.org](mailto:MRansom@springdalelibrary.org)> wrote:

>

> It's in the \$180,000 range for the four public restrooms. It could come down a little with some minor adjustments we looked at this morning.

>

>

>

> -----Original Message-----

> **From:** Wyman Morgan <[wmorgan@springdalear.gov](mailto:wmorgan@springdalear.gov)>

> **Sent:** Wednesday, October 30, 2019 10:13 AM

> **To:** Marcia Ransom <[MRansom@springdalelibrary.org](mailto:MRansom@springdalelibrary.org)>

> **Subject:** Re: Library Restrooms

>

> What is the bathroom estimate? I will get you a name for air quality tomorrow.

>

> Sent from my iPad

>

**Beth Parnell**

---

**From:** Mike Irwin <mirwin@springdalear.gov>  
**Sent:** Wednesday, December 18, 2019 3:09 PM  
**To:** Doug Sprouse; Amelia Williams  
**Cc:** Rose Lawrence  
**Subject:** January Committee agenda request!  
**Attachments:** 2019, 12-18 HGAC Quote SCOTT RDI Voice Amp.pdf; Voice AMps RDI.doc

Mayor Sprouse and Councilwoman Williams;

Please find attached a request for an agenda item for the January 06<sup>th</sup>, committee meeting. Also, would it be possible to request you place our 2020-2025 Strategic Plan on the committee agenda for a resolution to approve our plan? It is too big to email, but I will have Dustin McDonald get you access via a link. Thank you all for your consideration.

*Michael J. Irwin*

Fire Chief  
Springdale Fire Department



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Post Office Box 1521  
417 Holcomb Street  
Springdale, AR 72765-1521  
Phone (479) 751-4510  
Fax (479) 750-8104

## Springdale Fire Department

December 31, 2019

To Mayor Sprouse And Fire and Police Committee Chair Amelia Williams;

I would like to request to place on the Fire and Police Committee agenda the request to spend Act 833 money on new Scott RDI Voice amps for our SCBA's. These will allow us access to our new Motorola radios when wearing our SCBA's via blue tooth, as well as upgraded noise cancelling technology which allows our voices to be heard much clearer than with our current technology. The HGAC pricing is attached which means that it is on the buy-board contract and there is no need to waive competitive bidding. The Springdale Fire Department requests authorization to expend a total of \$35,447.88 out of our Act 833 funds to purchase these items. Thank you for your consideration

*Michael J. Irwin*

Fire Chief  
Springdale Fire Department



The Springdale Fire Department exists to enhance the quality of life in Springdale by minimizing the devastating effects of fires, medical emergencies, and natural and artificial disasters.



---

**Beth Parnell**

---

**From:** Amelia Williams <[awilliams@springdalear.gov](mailto:awilliams@springdalear.gov)>  
**Sent:** Thursday, December 26, 2019 2:13 PM  
**To:** Mike Irwin  
**Cc:** Doug Sprouse; Rose Lawrence  
**Subject:** Re: January Committee agenda request!

Looks good. Thank you and let me know if you need to meet to discuss anything.

Sent from my iPhone

On Dec 18, 2019, at 4:15 PM, Mike Irwin <[mirwin@springdalear.gov](mailto:mirwin@springdalear.gov)> wrote:

Thank you sir and I will be happy to answer any questions anyone may have.

Mike

---

**From:** Doug Sprouse [<mailto:dsprouse@springdalear.gov>]  
**Sent:** Wednesday, December 18, 2019 4:15 PM  
**To:** Mike Irwin; Amelia Williams  
**Cc:** Rose Lawrence  
**Subject:** RE: January Committee agenda request!

Thanks, Chief. To be clear, this will be funded out of Act 833 money. Amelia, Chief Irwin can give you any additional info you need. I'll ask Rose to put it on the next committee agenda, along with the Strategic Plan.

We should be able to put the Strategic Plan in the DropBox. I'll also ask Rose to do that soon so everyone can have plenty of time to look it over.

Thanks,  
Mayor

---

**From:** Mike Irwin [<mailto:mirwin@springdalear.gov>]  
**Sent:** Wednesday, December 18, 2019 3:09 PM  
**To:** Doug Sprouse; Amelia Williams  
**Cc:** Rose Lawrence  
**Subject:** January Committee agenda request!

Mayor Sprouse and Councilwoman Williams;

Please find attached a request for an agenda item for the January 06<sup>th</sup>, committee meeting. Also, would it be possible to request you place our 2020-2025 Strategic Plan on the committee agenda for a resolution to approve our plan? It is too big to email, but I will have Dustin McDonald get you access via a link. Thank you all for your consideration.

*Michael J. Irwin*

---

Fire Chief  
Springdale Fire Department

<image001.jpg>

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